



Order under Section 69 Residential Tenancies Act, 2006

Citation: Victoria Park Community Homes v Skirving, 2026 ONLTB 22283

Date: 2026-03-19

File Number: LTB-L-101488-25

In the matter of: 504, 151 Queen St N
Hamilton ON L8R2V7

Between: Victoria Park Community Homes Landlord

And

Erin Skirving Tenant

Victoria Park Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Erin Skirving (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on March 11, 2026.

Only the Landlord's representative Patrick Langille and Landlord's agent Natalie Bellanger attended the hearing.

At 9:11 a.m. the Tenant was present with her support worker Christine Bilato and Jason Lawrence who transported the Tenant. The Tenant disconnected from the hearing room at 9:27 a.m.

As of **10:19 a.m.**, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Tenant was given time to reconnect but failed to do so. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Adjournment Request

1. The Tenant requested an adjournment of the hearing because she was not prepared. She provided information that due to a series of break-ins to her rental unit over two and a half years, her tribunal papers were stolen and she was unable to respond to the allegations.

Her PIN with the Tribunal had changed and she could not access information. The Tenant contacted the Landlord's agent the day before the hearing to request the adjournment.

2. The Tenant's support worker Christine Bilato testified that she requested a copy of the Tenant's documents from the Landlord's agent on February 9, 2026 by email and gave a copy to the Tenant. The Tenant acknowledged she knew Ms. Bilato had a copy for safe keeping but did not ask her for another one because she didn't want them stolen again.
3. The Tenant referenced other evidence she wanted to produce but gave no reasonable explanation why she could not have obtained those documents before the hearing.
4. The Landlord opposed the adjournment.
5. The adjournment was denied because the Tenant had access to the paperwork but chose not to obtain another copy to prepare. The Tenant gave no reasonable explanation why she could not seek the assistance of Tenant Duty Counsel. The Tenant clearly knew about PIN numbers and how to access the Board's portal.
6. The Tenant stated, when the adjournment was denied that "I will not participate then" and disconnected from the hearing room. Based on her statement, and lack of reasonable explanation why she needed an adjournment, I determined the Tenant had full opportunity to prepare, and the hearing proceeded in the absence of the Tenant.

L2 Application

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Tenancy will be terminated on an expediated basis pursuant to section 84 of the Act.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. On November 25, 2025, the Landlord gave the Tenant an N7 notice of termination by personal service. The notice of termination contains allegation that the Tenant seriously impaired the safety of other persons in the residential complex.
10. The Landlord produced evidence that the Tenant, on November 23, 2026 was seen on video surveillance at 4:28 a.m. and again at 8:03 a.m. carrying a hammer and a long chef knife through the hallways of the residential complex, and on several floors, listening at other tenant's doors. The same behaviour was captured on November 26m, 2023 at 3:35 a.m. carrying just the large knife, listening intently at other tenant's doors, and holding the knife in a hidden position.
11. The Landlord's N7 notice of termination was served pursuant to sections 63(1) and 66(1)

66 (1) A landlord may give a tenant notice of termination of the tenancy if, (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and (b) the act or omission occurs in the residential complex.

12. Based on the uncontested evidence before the Board, I find the Tenant's conduct in carrying a hammer and knife, for no reasonable purpose and repeatedly listening at other tenant's rental unit doors in the residential complex constitutes a serious impairment of the safety of other persons in the residential complex.

Section 83 Considerations: No Relief from Eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Tenant chose not to remain at the hearing to participate and give evidence of their circumstances.
15. However the Landlord provided evidence that the Tenant appears to have mental health issues.
16. The Landlord provided evidence that since the incidents in November, the behaviour escalated. A complaint was received from the tenant in Unit 410 that the Tenant had banged on her door, and when the door was opened, the Tenant spoke to her but due to a language barrier she could not understand and she shut the door. Video surveillance revealed the Tenant had a knife concealed behind her back but had just used the knife to stab dents into the door before it was opened by the occupant.
17. A social navigator from the local Police services attended the Tenant's unit and the Landlord's agent met with them on December 1, 2026, after which the Tenant went to an overnight hospital stay under the Mental Health Act. She was discharged the next day.
18. The Landlord indicated the social navigator periodically attends the Tenant's unit because she calls police to report break-ins that haven't happened.
19. Ms. Belanger was unable to provide evidence that any accommodation had been requested by the Tenant or provided to the Tenant. In the absence of evidence from the Tenant I am of the view that due to the seriousness of the Tenant's conduct, any accommodation would be beyond the point of undue hardship, when considering the Landlord's duty to other persons in the residential complex.
20. The Landlord requests an expedited enforcement and section 84 requires an expedited eviction order where a notice is given under section 66 of the Act. The circumstances of the Tenant disclosed at the hearing do not persuade me that an expedited enforcement is inappropriate.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$134.83 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$7.28 is owing to the Tenant for the period from January 1, 2024 to March 11, 2026.
23. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 24, 2026.
2. If the unit is not vacated on or before March 24, 2026, then starting March 25, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 25, 2026; **The Sherrif is requested to expedite the enforcement of this order.**
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026 at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Julie Broderick
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 25, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.